

ARTICLE 16

PROMOTIONS AND DETAILS

1. The Parties agree that the provisions of Chapter 20, Internal Placement, Employment and Benefits Handbook (Forest Service Handbook 6109.12) will be followed, except as provided for in this article. The procedures in this article apply to positions within the Bargaining Units. Provisions in the Merit Promotion Plan will apply except as stated below.
2. **Filling Vacancies:**
 - a. All permanent positions to be filled in the Bargaining Unit shall be advertised internally, in accordance with the Merit Promotion Plan (FSH 6109.12, Chapter 20), prior to filling from any other appropriate source except for—
 - (1) Lateral reassignments.
 - (2) Career-ladder promotions.
 - (3) Voluntary demotions, per Articles 32 and 42.
 - (4) Demotions for disciplinary, performance reasons, or reductions in force.
 - (5) Conversions of Student Career Employment Program appointments.
 - (6) Mandated placement such as those:
 - (A) Ordered by a third party such as Merit System Protection Board (MSPB), Equal Employment Opportunity Commission, or an arbitrator.
 - (B) Agreed to in the settlement of a grievance, appeal before MSPB, or an Equal Employment Opportunity complaint.
 - (7) Entry-level clerical and technical, GS-4 and below, and Wage Grade 3 and below positions. However, Management will publicize the position throughout the local Management unit for a minimum of 5 working days prior to recruitment closing date. The publication will include title, series, grade, and tour of duty.
 - (8) Other positions, where the Local parties mutually agree to an exception.
 - b. Job vacancies will be posted on USAJOBS.opm.gov and also posted within the area of consideration. Parties at the local or intermediate level may agree

to methods of providing employee access to vacancy announcement information

- c. All permanent positions to be filled shall be listed on the Forest Service Internet a minimum of 21 days prior to pulling a referral list.

NOTE: These 21 days are not linked to the length of time that the vacancy is announced on USAJobs. The listing may be done concurrently with outreach for the job opening, including while the job is still occupied

(1) Listings for vacancies to be filled through an open continuous recruitment (OCR) announcement will include the following information:

- i. Title, series, grade;
- ii. Location(s);
- iii. Earliest date referral list will be pulled;
- iv. Internal and/or external vacancy announcement numbers; and
- v. Point of contact information.

(2) Listings for vacancies to be filled through a individual announcement will include the following information:

- i. Title, series, grade;
- ii. Location(s);
- iii. Earliest date referral list will be pulled;
- iv. Point of contact information; and
- v. When they become available, the internal and/or external vacancy announcement numbers. At a minimum, the announcement numbers will be listed for 10 days.

- d. Management recognizes the benefit to promoting from within the Bargaining Unit whenever appropriate. Selection officials will consider the rated and ranked list of internal applicants concurrently with the external applicants.
- e. Employees will be informed in writing whether or not their application has been referred to the selecting official and whether or not they meet qualifications for the position. If the determination of their qualification subsequently changes, the employee will be notified in writing of the change within 3 days. Notification will include who the employee should respond to if

requesting a review. Within 3 days of receipt, employee may request a review. Upon such request, Management will perform an independent review of the qualification determination and provide a written explanation within 14 days.

- f. For positions that are not entry-level or filled through the Merit Promotion Plan, Management will provide the Union representative at the appropriate level, upon request, notification of the selectee, position, grade, location, and under what authority the position is filled.
- g. The Union may review all documents pertaining to the filling of a vacancy and for a position that had advertisement completed and then was withdrawn and, upon request, receive copies of documents subject to the Privacy Act.
- h. Nonselected employee's rights: An employee's rights for information are as contained in the Merit Promotion Plan (currently located at FSH 6109.12, Chapter 20, 23.26a(4)).

3. Career-Ladder Promotions:

- a. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they have:

(1) Met the time-in-grade requirements, AND

(2) Have successfully met the requirements of the current and the next higher grade in the areas in which they have been provided an opportunity to perform.

If a supervisor's review leads to the conclusion that the employee's performance does not warrant a promotion or that other factors exist that may delay a promotion, the supervisor will provide a notice to the employee in writing 60 days before the employee is eligible for the promotion. The written notice will explain where the employee's performance is lacking and advise what the employee must do to qualify for the promotion.

- b. If the decision not to promote was based on performance, the employee will be given 60 days to improve to a level warranting promotion. If, at the end of 60 days, performance has improved to an acceptable level, the employee will

be promoted to the higher grade. If 60-day advance notice requirements are not met and performance is found to be acceptable at the end of the 60-day period, the promotion will be made retroactive to the date the employee met time-in-grade requirements.

- 4. Repromotion Rights:** This section applies for up to 2 years from the date of involuntary demotion. It does not apply to involuntary demotions due to performance or misconduct.

 - a. If more than one employee qualifies, the employee with the earliest service computation date will be offered repromotion first.
 - b. Offers of positions outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved-grade/saved-pay protections may be declined by the employee and shall not affect the entitlement to saved grade or saved pay. The distance involved in the local commuting area shall be in accordance with the same definition as put forth in Article 35, Section 8d, of the Master Agreement.
- 5. Temporary Promotion:** A qualified employee placed in a higher graded position or assigned to a group of duties that have been properly classified at a higher grade, for 30 consecutive days or more, will be temporarily promoted into that position and paid accordingly. As with a detail, the employee returns to their regular duties and position at the end of the assignment.

 - a. Supervisors will refrain from rotating or scheduling assignments of employees to avoid compensation of a particular employee at the higher level.
 - b. Temporary promotions of over 120 days will be filled through competitive procedures. An employee will not be deterred or prohibited from competing for or accepting a temporary promotion.
 - c. An employee cannot be noncompetitively promoted for more than 120 days in a 12-month period.
- 6. Accretion of Duties:** An accretion occurs when a qualified employee has been performing grade-controlling duties classified at a higher grade level for an extended period of time (normally 12 months) and will continue to perform the

grade-controlling duties on a regular and recurring basis. In accordance with Article 14 Section 5, Management may elect to noncompetitively promote the employee into the reclassified position if all conditions for accretion as specified in the Merit Promotion Plan have been met. Those criteria are:

- a. The new position is not a reclassification from nonsupervisory or nonlead to a supervisory or lead position when the lead or supervisory duties constitute the sole basis for upgrading the position;
- b. A majority of the key duties of the former position are absorbed into the new position and are planned to continue on a regular and recurring basis;
- c. The expanded duties are within the scope of the work of the organizational unit on which the accretion occurs; and
- d. Other positions within the supervisory unit are not adversely affected (that is, no other position in that unit could have been assigned these higher graded duties). A “supervisory unit” is typically the lowest level of an organizational unit where like work is performed.

If, in accordance with Article 14 Section 5, Management elects to remove the higher graded duties rather than promoting the employee and the duties are later reassigned to the employee without an appropriate promotion, the employee is not required to repeat the position description and classification review procedures in Article 14 before moving directly to either the grievance procedures or classification appeal process.

- 7. Details:** A detail is the temporary lateral assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his or her regular duties at the end of the detail. The employee continues to be the incumbent of the position from which they are detailed.
- a. Employees may be detailed at any time or location to meet emergencies.
 - b. The Parties encourage an open outreach process for details when Management deems appropriate.

- c. Details within an employee's commuting area may be voluntary or involuntary.
 - d. For details outside an employee's commuting area, Management of the sending unit will:
 - (1) Seek qualified volunteers for the assignment before directing an employee to an involuntary assignment;
 - (2) Except for emergencies, provide an employee at least 10 days notice prior to the reporting date;
 - (3) Consider requests for relief under Article 42 from an employee for whom a detail assignment would create an undue hardship.
 - e. Details in excess of 30 days require a completed SF-52 personnel action approved by the employment officer of the sending unit, and will be documented in the employee's Official Personnel Folder (OPF) with copies of the record forwarded to the employee.
 - f. When Management determines the need for a detailer for more than 120 days, chooses to fill the position noncompetitively, and has determined through an open outreach process that there are two or more qualified lateral candidate employees within the competitive area of the detail position, Management will rotate assignments at least every 120 days unless legitimate job-related reasons or travel/per diem costs require otherwise.
 - g. Additional procedures and arrangements may be negotiated at the appropriate level.
8. See Article 19.3(c) for per diem and travel provisions related to temporary promotions and details outside the employee's commuting area. See FSH 6109.13 for performance evaluation provisions related to temporary promotions and details.
9. **Certification:** Certification in a particular field will not be required as a selective placement factor, unless selection for certification is required by law or a higher level authority.

10. Noncompetitive Appointment Authority: The Agency will inform the Union at the National Level of which Noncompetitive Appointment Authorities are being used and the citations for the Agency or Department policies associated with their use within 90 days of execution of this Master Agreement.